

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 2					
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE 05/19/00		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)				
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE								
US ARMY ENGINEER DISTRICT, HONOLULU CORPS OF ENGINEERS, BUILDING S-200 FORT SHAFTER, HAWAII 96858-5440 CONTRACT SPECIALIST: JODY MURAOKA		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)								
							(X) 9A. AMENDMENT OF SOLICITATION NO. X DACA83-00-R-0010 9B. DATED (SEE ITEM 11) 04/20/00			
									10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE		FACILITY CODE								
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS										
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.										
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:										
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.										
12. Accounting and Appropriation Data (If required)										
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.										
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.										
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).										
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:										
D. OTHER (Specify type of modification and authority)										
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.										
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)										
FY00 Indefinite Delivery Indefinite Quantity (IDIQ) Contract for Services and Construction with Time & Materials (T&M) Capability, Medical (MEDCOM) Facilities, Honolulu Engineer District Area of Responsibility (AOR)										

(See Page 2 of 2 Pages)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

1. **CHANGES TO THE SOLICITATION.** Attached hereto are revised pages to the solicitation. The revision mark “(Am-0005)” is shown on each revised page.

a. **REVISED ITEMS/PROVISIONS/CLAUSES.** Following are revised pages to the solicitation. Changes are indicated in **bold** print. Although the entire sections are being re-issued under Am-0005, only the following items/provisions/clauses changed in these sections.

Section 00210

Items 6.1.1.4.1, 6.1.1.4.3, 6.1.1.4.4.1 and 6.1.1.4.4.2
Attachment 1

Section 00800

Paragraph S-26, Small Business Program Support Requirements

b. **NEW PAGES.** The following pages are added to the solicitation.

Section 00800

Appendix B, Small Disadvantaged Business (SDB) Participation Report, Page 00800.B-1 & 00800.B-2

2. The proposal closing date of May 30, 2000, 2:00 P.M., Hawaiian Standard Time, remains unchanged.

SECTION 00210
PROPOSAL SUBMISSION REQUIREMENTS

1.0 PROPOSAL. Offerors shall strictly adhere to the requirements in this Section 00210 when preparing the proposal to be submitted in response to this request for proposals (RFP).

2.0 PROPOSAL FORMAT.

2.1 The proposal shall be submitted in three (3) separate envelopes. All proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g. bold face print or underlining. Proposal replacement pages shall be clearly marked "REVISED", shall show the date of revision, shall be submitted in the appropriate number of copies (e.g., if two copies of the original page was required, then two copies of the revised page will also be required), and shall be of a different color than the original pages they are to replace.

2.1.1 The first envelope shall contain Volume I, TECHNICAL PROPOSAL described in Section 00210, "VOLUME I, TECHNICAL PROPOSAL" Envelope should be clearly marked "VOLUME I, TECHNICAL PROPOSAL, RFP NO. DACA83-00-R-0010." Offeror shall submit an original and four (4) copies of Volume I.

2.1.1.1 The first envelope shall also contain Volume I-A, A Sample Workplan, in accordance with DID FRP0007 (Section 0720) for the sample project described in Section 00740, "SUBFACTOR II - TECHNICAL APPROACH, SUB-SUBFACTORS I and II." It should be clearly marked "VOLUME I-A, SAMPLE TASK ORDER, RFP NO. DACA83-00-R-0010." Offeror shall submit an original and four (4) copies of Volume I-A.

2.1.2 The second envelope shall contain Volume II, PRICES/COSTS PROPOSAL AND PREAWARD SURVEY INFORMATION described in Section 00210, "VOLUME II, PRICES/COSTS PROPOSAL AND PREAWARD SURVEY INFORMATION." Envelope shall be clearly marked "VOLUME II, PRICES/COSTS PROPOSAL AND PREAWARD SURVEY INFORMATION, RFP NO. DACA83-00-R-0010." Offeror shall submit an original and four (4) copies of Volume II.

2.1.3 The third envelope shall contain Volume III, SUBCONTRACTING PLAN described in Section 00210, "VOLUME III, SUBCONTRACTING PLAN." Envelope shall be clearly marked "VOLUME III, SUBCONTRACTING PLAN, RFP NO. DACA83-00-R-0010." An original and one (1) copy of Volume III are required.

2.2 Offeror shall provide an INDEX for each of the proposal volumes/sections that shows the title of the subject matter discussed therein and the page number where the information can be found. In particular, Offeror shall specifically reference the topics addressed in this Section 00210 of instructions. The narrative discussions shall be related to Section 01000, unless otherwise stated. Offeror shall clearly tab all information in the proposal so that it is easy to locate.

2.3 Offeror is cautioned that "parroting" of the RFP requirements with a statement of intent to perform does not reveal the Offeror's understanding of the problem or his capability to solve it. The inclusion of "filler" material from previous proposals or commercial applications shall be avoided unless it has a direct application to the objective of this RFP.

3.0 PROPOSAL CONTENT. Offeror shall include sufficient details in the proposal, and shall present the details in the same order in which they are requested in this Section 00210 to permit the Government to promptly, completely, and accurately evaluate the proposal from both a technical and a management standpoint. Offeror shall identify any technical uncertainties and assumptions within the requirement set forth in this RFP, and Offeror shall provide specific proposals for the resolution of any technical uncertainties or assumptions so identified. The Government will not make any assumptions concerning the Offeror's intent, capabilities, facilities, or experience. Clear identification of the pertinent details shall rest solely with the Offeror.

4.0 PROPOSAL LENGTH. The Government recognizes that Offerors go to considerable expense to prepare proposals for this RFP, so the Government prefers that proposals be practical. Elaborate format, binders, special reproduction techniques, and the like are not necessary nor desired. In short, proposals shall completely and adequately address the requirements as stated in the RFP, and the technical proposal (technical and management factors), VOLUME I of the Offeror's proposal shall not exceed 75 single-spaced, single-sided sheets (excluding subcontractor endorsements and sample project, Volume I-A). Proposal legibility, clarity, coherence, and contents are important. Proposal pages shall be 8-1/2 x 11 inches in size; however, if drawings or other graphics are submitted, Offerors should reduce them only to the extent that legibility is not lost. Offerors shall not submit verbatim sections of the appendices to this RFP as part of their proposal. Offers that violate these rules unnecessarily delay the evaluation process and may be rejected by the Government after initial evaluation without receiving any further consideration.

5.0 SUBCONTRACTOR EXPERIENCE/CREDENTIALS. Subcontractor experience/credentials will be imputed to and evaluated as part of the

proposal if the subcontractors and their experience are identified in the proposal and if the respective subcontractors have provided the prime contractor with firm written commitments to undertake performance as a subcontractor for the prime contractor under any contract that may be awarded as a result of this solicitation. Offerors shall obtain firm written commitments from each of the proposed subcontractors to be used in the performance of work under this contract, and Offerors shall include the written commitments from each of their subcontractors with the proposal.

6.0 VOLUME I, TECHNICAL PROPOSAL.

6.1 TECHNICAL FACTOR. Offeror's technical approach shall address the items in Section 01000 being sure to include the nature of the requirement as understood by the Offeror, recognition of critical areas of the requirement, and proposed methods to accomplish the requirement. Volume I shall include Offeror's approach to acquisition of labor, resources, materials, facilities, software, and equipment and description of same to be used in accomplishing the requirements of Section 01000.

6.1.1 SUBFACTOR I - Experience, Past Performance and Capabilities. Offeror shall show experience in Medical Government facility remediation of failed or failing facilities and facilities systems, in various types of construction-related work, and capability to do the same or similar work.

6.1.1.1 SUB-SUBFACTOR I - Experience (the types and amounts of work performed). Offeror shall provide a list of the principal types of contract work performed in the following categories as related to Section 01000:

- SAFETY - Life safety upgrade, inflammatory gases and substances, industrial and medical safety, industrial and medical hygiene, medical systems fire protection, Fire Detection & Alarm System, radioactive and laser operations, confined space entry, product acquisition, hazardous materials, protection of work sites and Government property, and protection of workers.
- CIVIL - Medical Government facility site planning and layout, roads, parking areas, water distribution systems, storm water, sewage, drainage, and master planning.

- ARCHITECTURAL - Medical Government facilities with functional and aesthetic integrity.
- ENVIRONMENTAL - Removal and disposal of asbestos, lead-base paint, PCB Balast, and underground storage tanks
- STRUCTURAL - Structural engineering for conventional construction, construction materials, computer usage, loading, structural systems, and miscellaneous structural features.
- INSTRUMENTATION - Medical instrumentation for energy monitoring and control systems, direct digital control, and fire protection.
- NURSE CALL/COMMUNICATION SYSTEM - Medical Nurse Call and telecommunication systems, Data Transmission systems, public address system and fiber optics.
- SECURITY - Medical and other Government facility security systems including CCTV and Electronic Entry System.
- ELECTRICAL - Medical Government facility electrical power and service supply, distribution, utilization systems including lighting, power generation, and uninterrupted power supply (UPS), Electric Elevators and Coordinated power system protection.
- MECHANICAL - Medical Government facility heating, ventilating, and air-conditioning (HVAC), transit tube, incinerators, elevators, sterilization systems (including ethylene oxide systems), plumbing systems (including medical water and waste control) and medical gas systems; biological hazardous medical and low-level radioactive waste systems.

6.1.1.2 SUB-SUBFACTOR II - PAST PERFORMANCE (Quality of Offeror's work and how well Offeror performed). Offerors shall provide information that indicates their ability to perform the proposed contract effort. Offeror shall provide information pertaining to active/completed Federal, state and local government, and/or private contracts performed by the Offeror during the last five years that are directly related to remediation of Medical Government facilities. Offeror shall explain what aspects of the previously performed contracts are relevant to the effort required by this RFP. Offeror shall limit

this data to two pages per relevant contract and shall provide the information in the following format:

- Company Name (if different from Offeror's name and Offeror shall explain the circumstances that caused the company name to be changed)
- Project Manager (Engineer) with description of that individuals responsibilities
- Project Title
- Contracting Agency (Government or Private)
- Contract Number
- Description of Effort (Percentage of work performed by the prime contractor and disciplines of work performed)
- Number and severity of problems encountered, type of any subsequent corrective actions, and the effectiveness of the corrective actions
- Overall contract performance record
- Type of Contract (Firm-Fixed Price, Cost-Reimbursement, Incentive, indefinite-Delivery, etc.)
- Period of Performance
- Original Contract Dollar Value and Current/Actual Contract Dollar Value
- Original Completion Date and Current/Actual Completion Date
- Name, Address, and Telephone Number of Administrative Contracting Officer and Contracting officer

* Offerors shall list any subcontractors used, shall identify sizes, types of major mechanical, electrical, and utility control systems equipment used, and shall show the Offeror's percentage of participation on each job listed. The list should indicate the Offeror's experience as a prime contractor. Failure to identify the

subcontractors in the proposal shall invalidate their experience/credentials and that invalidated experience/credentials will not be considered nor evaluated by the Government. If Offeror's list of experience was accomplished as a subcontractor, then the percentage of work that the Offeror experienced (as a subcontractor) on each job shall be shown.

FIRMS LACKING RELEVANT PAST PERFORMANCE HISTORY SHALL RECEIVE A NEUTRAL EVALUATION FOR PAST PERFORMANCE.

6.1.1.3 SUB-SUBFACTOR III - Capability to do same or similar work including the use of subcontractors. Offerors shall identify and describe the services of their proposed subcontractors (making reference to the list of principle types of work in paragraph 6.1.1.1 SUB-SUBFACTOR I - Experience) and shall provide their rationale for selecting those subcontractors. The subcontractor's experience/credentials will be entered into and evaluated as part of the proposal if the subcontractors are identified in the proposal, and the proposal includes a written commitment from each subcontractor to undertake performance under any resultant contract. Failure to provide a valid commitment between the prime contractor and the subcontractor shall invalidate the corporate experience and shall not be used as a part of the evaluation of the proposal.

6.1.1.4 SUB-SUBFACTOR IV - Small Business Program Support.

6.1.1.4.1 This sub-subfactor will evaluate the Contractor's support of the Small Business Program in relation to providing maximum practicable opportunities to small business (SB), small disadvantaged business (SDB) and women-owned small business (WOSB) concerns, and historically black colleges and universities (HBCU) and minority institutions (MI). As noted in FAR 52.219-8, Utilization of Small Business Concerns, in Section 00700, Contractors must agree to award subcontracts to the above groups to the fullest extent consistent Support Requirements, in Section 00800 for with efficient contract performance. In addition, sub-subfactor will enable evaluation of the participation of firm from the above groups as a prime contractor, including joint venture partner, and team member.

The minimum acceptable level of targets for small business program support for each category for this solicitation is as follows:

SB concerns	23.00% of the total contract value
SDB concerns (including HBCU/MI)	5.00% of the total subcontracted value
WOSB concerns	5.00% of the total subcontracted

	value
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NOTE: The above SB concern target is stated as a percentage of the total contract value instead of percentage of the total subcontract value as required by FAR clause at 52.219-9, Small Business Subcontracting Plan, in Section 00700 of this solicitation, for individual subcontracting plans.

The above targets for SDB and WOSB concerns are stated as percentage of the total subcontracted value. However, Offerors are required to provide targets as a percentage of total contract value, **based on assumption that \$2,400,000, \$2,500,000, and \$2,500,000 are to be awarded for the Base, Option 1 and Option 2 periods, respectively**, in their proposal. Subcontract awards to SDB concerns (including HBCU/MI) and WOSB concerns count towards meeting the 23.00% target for SB concerns.

In addition to the requirements of this subfactor, large business concerns MUST submit individual subcontracting plan and comply with the requirements of the plan as required by the following clauses in Section 00700 of the solicitation:

- (1) FAR 52.219-9 ALT II, Small Business Subcontracting Plan
- (2) DFARS 52.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)

6.1.1.4.2 U.S. Army encourages all Offerors to propose targets to exceed the above minimum targets to the maximum extent practicable. Offerors shall make an independent assessment of opportunities to SB, SDB (including HBCU/MI), and WOSB concerns to participate in this procurement. Offerors are encouraged to use the U.S. Small Business Administration's Procurement Marketing and Access Network (PRO-Net) at <http://pro-net.sba.gov/> to locate potential subcontractors. PRO-Net will enable the offeror to locate SB and WOSB concerns, as well as certified SDB concerns. A listing of HBCUs and MIs, entitled, "2000 United States Department of Education U.S. Accredited Postsecondary Minority Institutions", is available at <http://www.ed.gov/offices/OCR/2000minorityinst.html>.

6.1.1.4.3 Offerors are required to propose targets expressed as dollars and percentage **based on assumption that \$2,400,000, \$2,500,000, and \$2,500,000 are to be awarded for the Base, Option 1 and Option 2 periods, respectively**. The proposed percentage targets will be incorporated into and become part of any resulting contract. Offerors may use their own format to submit their proposed targets as long as all information shown on Attachment 1, Small Business Program Support Participation Targets, in back of Section 00210, is provided. Refer to S-26, Small Business Program Support Requirements, in Section 00800 for additional information.

6.1.1.4.4 The following 2nd level sub-subfactors are equal in weight.

6.1.1.4.4.1 Small Disadvantaged Business (SDB) Participation.

This subfactor will only apply if the SDB prime contractor and/or subcontractor will perform work in the Standard Industrial Classification (SIC) Major Groups authorized by the Department of Commerce. Refer to Attachment 2, in back of Section 00210, for current list of authorized SIC Major Groups. Refer to FAR provision at 52.219-24, Small Disadvantaged Business Participation Program -Targets, and FAR clause at 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, in Section 00700, for information and contract requirement, respectively. Additional information about SDB Participation Program can be found in FAR Subpart 19.12.

Offeror shall provide narrative with charts to demonstrate the proposed extent of participation of SDB concerns in the authorized SIC Major Groups for the base period and each option period, as described below. The offeror shall also provide proposed subcontracting procedures to demonstrate efforts to be taken to ensure targets will be met or exceeded.

(A) The extent of participation of SDB **based on assumption that \$2,400,000, \$2,500,000, and \$2,500,000 are to be awarded for the Base, Option 1 and Option 2 periods, respectively.** Offeror must provide the following targets, expressed as dollars and percentages of the total value for the base period and each option period. In addition, the offeror shall provide a cumulative target, expressed as dollars and percentage of the total value of the contract (i.e., base plus all option periods).

i. Targets for SDB participation in each of the applicable, authorized SIC Major Groups;

ii. Total target for SDB participation by the prime contractor, including joint venture partners, and team members; and

iii. Total target for SDB participation by subcontractors.

(B) The extent to which SDB concerns are specifically identified. Any SDB concerns specifically identified will be incorporated into and become part of any resulting contract. Refer to S-26, Small Business Program Support Requirements, in Section 00800.

6.1.1.4.4.2 Small Business Concern Participation.

This subfactor is not limited to the SIC Major Groups authorized by the Department of Commerce. Offeror shall provide narrative with charts to demonstrate the extent of participation of SB concerns in **based on assumption that \$2,400,000, \$2,500,000, and \$2,500,000 are to be awarded for the Base, Option 1 and Option 2 periods, respectively.** The offeror shall also provide proposed subcontracting procedures to demonstrate efforts to be taken to ensure targets will be met or exceeded.

(A) The extent of participation of SB and WOSB concerns, and HBCU/MI **based on assumption that \$2,400,000, \$2,500,000, and \$2,500,000 are to be awarded for the Base, Option 1 and Option 2 periods, respectively.** Offeror must provide the following targets, expressed as dollars and percentages of the total value for the base period and each option period. In addition, the offeror shall provide cumulative targets, expressed as dollars and percentage of the total value of the contract (i.e., base plus all option periods).

- i. SB concerns
- ii. WOSB concerns
- iii. HBCU/MI

(B) The extent to which SB and WOSB concerns and HBCU/MI's are specifically identified. Any concern specifically identified will be incorporated into and become part of any resulting contract. Refer to S-26, Small Business Program additional information.

6.1.2 SUBFACTOR II - Technical Approach.

6.1.2.1 SUB-SUBFACTOR I - Work Plan for Sample Task Order facility and facility systems. This will be evidenced by the sample project. See Section 00740 for Scope of Work, with sketches, list of required specifications and task order requirements.

6.1.2.2 SUB-SUBFACTOR II - Task Order Price Proposal Preparation Plan. Offeror shall demonstrate their approach to the management of task order price proposal preparation- (Section 00720, DATA ITEM DESCRIPTION, Price Proposal.)

Task Order RFP - Firm-Fixed Price Task Order. This will be evidenced by sample project. See Section 00740 for Scope of Work, with sketches, list of required specifications and task order requirements.

6.1.2.3 SUB-FACTOR III - Timely Response. Provide in a narrative format how the Offeror plans to submit the required DATA ITEM DESCRIPTION (DID) (Section 00720) for individual task orders in as

short a time as possible. Offerors shall document the time it would take their firm to submit the required DID's from the receipt of a RFP for a task order; the time it would take to submit a site survey report; the time it would take to provide a work plan; the time it would take to submit an acceptable price proposal; and the time it would take to submit the required DID's on a time-and-materials task order after award. Provide narrative statements for each of the following levels of effort.

6.1.2.3.1 Small Effort - Total amount of task order estimated to be less than \$100,000.

6.1.2.3.2 Medium Effort - Total amount of task order estimated to be between \$100,000 and \$500,000.

6.1.2.3.3 Large Effort - Total amount of the task order estimated over \$500,000.

Offerors shall also demonstrate their capability to respond rapidly in "emergency" situations. Offerors shall indicate their plan for responding within 2 to 4 hours and for providing the necessary personnel to handle a variety of emergency situations.

6.1.2.4 SUB-SUBFACTOR IV - Medical Standards Knowledge and Experience. Offerors shall demonstrate that the Offeror and any subcontractors used have a knowledge and experience with Medical Government standards, including but not limited to Joint Commission on Accreditation of Hospital Organizations (JCAHO), American Hospital Association (AHA), National Fire Protection Association (NFPA), and Americans with Disabilities Act (ADA).

6.2 MANAGEMENT FACTOR.

6.2.1 SUBFACTOR I - Organization and Personnel Qualifications. Offeror shall furnish an organization chart depicting the management structure proposed for the RFP and any resulting contract. The management techniques and controls that will be implemented to assure a rationale for subcontracting and the control of subcontractors shall also be provided. The Offeror's organization will show supervision and quality control during all phases of work. Offeror shall identify the principal program personnel as outlined in Section 01000, RESPONSIBILITIES, with their areas of responsibility and relationship with the management structure. The qualifications of the principal program personnel shall be provided in resume format. Orientation toward Medical Government facility analysis and remediation shall be demonstrated. Offeror shall have personnel of suitable

background and experience to assure that all the anticipated disciplines required in the RFP and proposed contract are represented. Offeror's identification and commitment of key personnel to this contract will be evaluated. For all key personnel proposed, Offeror shall show if the employees will be employed full or part time, if they will be located on-site or not, if they will have single or dual function responsibilities, and what those responsibilities will be. Offeror shall obtain firm written commitments to work for the Offeror on any contract that results from this solicitation from all key employees. Offeror shall provide the firm written commitments with the proposal.

6.2.2 SUBFACTOR II - Cost Control. Offerors shall demonstrate their ability to establish and maintain: (1) a cost accounting system which is adequate to maintain integrity of cost applicable to a Time and Materials Contract; (2) a time keeping system that identifies employee's labor by intermediate or final cost objectives (3) a labor distribution system that charges direct and indirect labor to the appropriate cost objective and (4) a purchasing system that incorporates competition.

6.2.3 SUBFACTOR III - Corporate Experience and Support. Offeror shall demonstrate related corporate experience and knowledge in Medical Government facilities remediation programs. Corporate support is defined as the proven ability to provide any resources from other parts of the corporation for unusual needs such as increased workload in a compressed time frame. Offeror shall document any criteria or experience that uniquely qualifies the Offeror to successfully fulfill the proposed contract. Offeror shall provide a company resource chart that includes the following information:

- The number of personnel employed, also give breakdown of each discipline
- A description of related experience (as stated in Section 01000)

Resumes for all major personnel demonstrating experience requirements as outlined in Section 01000 including the Program Manager, the Project Manager/Engineer, the Project Superintendent, the technical staff of engineers and architects, the Quality Control Manager, the Quality Control Officer, the Safety Engineer and the Site Safety Officer.

7.0 VOLUME II, PRICES/COSTS PROPOSAL AND PREAWARD SURVEY INFORMATION. This volume shall consist of the prices/costs proposal and preaward survey information and shall conform to the requirements set forth in this section.

7.1 PRICES/COSTS PROPOSAL.

7.1.1 Price Proposal - General

Offerors shall submit their proposal in an original & four (4) copies with a completed Standard Form 1442, SOLICITATION, OFFER, AND AWARD; Section 00010, SUPPLIES OR SERVICES AND PRICES/COSTS (PROPOSAL SCHEDULE); Section 00600, REPRESENTATION & CERTIFICATIONS; Bid Bonds as provided in this solicitation; and additional documentation to explain and support the price proposed.

7.1.2 Sample Task Order - Cost and Price Documentation

Additional cost and price support documentation shall include a break out of the following costs for the sample task order. All information submitted shall support the price proposed for the sample task order and shall be presented in sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed.

7.1.2.1 Direct Labor. Offeror shall show each discipline/job classification proposed, the number of employees in each discipline/classification, the number of hours the Offeror plans to work each individual per week, the direct labor rate per hour and the fringe benefit rate per hour for each individual proposed. Offerors are reminded that they shall at least pay their employees the rates shown on the U.S. Department of Labor Wage Rate Determinations for services/General Wage Decisions for construction. Applicable wage determinations/decisions are included in this solicitation. If Offeror does not use the wage rate classifications (job titles, disciplines) shown on the Wage Rate Determinations/Decisions in this solicitation, Offeror shall provide with the proposal a "stratification" of the wage classification and rate proposed. For example: If the proposed employee has "dual-hat" responsibilities, Offeror may want to combine two of the disciplines/job classifications shown on the Wage Rate Determinations/Decisions and "stratify" the two respective hourly rates (based upon the amount of time the employee will spend working in each discipline/job classification) into one hourly labor rate that is more commensurate with the combined responsibilities. Offeror's stratification shall include the Offeror's calculations and narrative explanations for those calculations showing how and why the proposed stratified rate was derived.

7.1.2.2 Indirect Expenses (Overhead). Offeror shall show overhead rate proposed, method of calculating that rate, and shall itemize the various costs included in the "base" for that rate. Narrative explanations shall accompany all costs/calculations as

necessary to clearly explain how the Offeror arrived at the rate and costs proposed.

7.1.2.3 Materials & Equipment. Offeror shall list in the proposal all material and equipment proposed by item description, make and model number of equipment, quantity, and cost for each item listed.

7.1.2.4 Subcontracts. Offeror shall list all subcontracts by subcontractor name, type of service/construction to be subcontracted, and cost of each.

7.1.2.5 General and Administrative(G&A). Offeror shall show the G&A rate proposed, explain (numerically and narratively) how the Offeror calculated that rate, and list all of the costs that are included in the "base" for that rate.

7.1.2.6 Profit. Offeror shall show profit rate proposed and provide rationale (explain numerically and narratively) for that rate for T&M only (Profit for FFP will be negotiated for each individual task order). If Offeror has concerns about performing the work described in this solicitation, Offeror shall list those concerns (real or perceived risks) that support the profit rate proposed.

7.1.3 Information required in Sec 00010, Note 2, Unit Price Composition is not intended to be restrictive. Offerors are encouraged to submit any other cost or financial information which may be helpful in the understanding and evaluation of their cost proposal; however, superfluous or elaborate documents are not desired. Offerors shall agree that authorized Government representatives may have access to applicable accounting and estimating documents and records not submitted with the proposal if needed to complete evaluation of the cost proposal.

7.1.4 All information pertaining to any costs associated with the line items contained in the Proposal Schedule (Section 00010) shall be confined to Volume II. Offeror shall not include any cost information in any other volume of their proposal except Volume No. II.

7.2 PREAWARD SURVEY INFORMATION.

Offerors shall submit all preaward survey information in Volume II of their proposal.

NOTE: Offerors shall notify their bank/suppliers that the Corps of Engineers may contact them, and shall authorize the bank/suppliers to release the following information regarding the Offeror's account. If written authorization is required by their bank, Offerors shall provide that authorization with their proposal.

- Name and Telephone Number of Bank Point of Contact
- Number of years business has been conducted with each bank
- Types of open accounts (checking, loans, etc.)
- Balance of current accounts (the bank will provide a "range of figures" for this information (i.e., medium five-figure range, etc.)
- Means by which loans are secured and if paid as agreed
- Point of Contact and Telephone Number of Three (3) Different Suppliers

8.0 VOLUME III, SUBCONTRACTING PLAN.

THIS PARAGRAPH APPLIES TO LARGE BUSINESSES ONLY

8.1 All large business Offerors shall submit a subcontracting plan with their technical and prices/cost proposal. The plan should be prepared in accordance with FAR 52.219-9. Failure to submit an acceptable subcontracting plan may make the Offeror ineligible for award of the contract. The subcontracting plan will be reviewed for compliance and will be scored in accordance with AFARS 19.7, Appendix CC. The submission of the subcontracting plan is in no way advantageous to large businesses over any small business in the evaluation process.

8.2 The following are the Honolulu District's goals for total subcontracted dollars:

8.2.1 Small Business Subcontracting Goal - 55.0%.

8.2.2 Small Disadvantaged Business (SDB) Subcontracting Goal - 8.0%.

8.2.3 Woman Owned Small Business (WOSB) Subcontracting Goal - 3.0%.

FORMAT FOR SUBMITTING SMALL DISADVANTAGED
BUSINESS (SDB) AND SMALL BUSINESS
PARTICIPATION TARGETS

1. Reference:

- a. Paragraph **6.1.1.4**, entitled "Small Business Program Support" in Section 00210
- b. Statement S-26, entitled "Small Business Program Support Requirements" in Section 00800.

2. Offerors may use the attached forms to submit their proposed targets required by Reference a. above. Offerors may use their own format as long as all information on the attached form is provided.

3. In order to obtain credit for identifying specific firms, Offerors shall attach documents with information about specific SDBs, small business, and women-owned small business concerns, and historically black colleges and universities and minority institutions, they propose to use in the resultant contract. Use the TAB column on the form to correlate the document to the specific target.

SECTION 00800 Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work; (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the performance time mutually agreed upon per task order. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$286.00 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region X. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or

pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty-five percent (25%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations.

(b) Weather conditions: Tropical. Data on temperature and rainfall may be obtained from the National Weather Service in Honolulu.

(c) Transportation facilities: The contractor shall make his own investigation of the condition and availability of public and private roads as well as clearances, restrictions, and load limits of bridges.

(d) Security Requirements. The Contractor shall comply with the industrial security requirements of the Army. Contractor personnel requiring access to the military installation in connection with the contract may be subject to security investigation and shall be admitted to only those parts of the installation or building(s) where their presence is required. While on the job, Contractor employees shall display identification as may be required under the Special Contract Requirements paragraph 'Identification of Employees.' Vehicles operating on the military installation are subject to search by security personnel at any time. Immediately upon receipt of notice to proceed, the Contractor shall furnish to the Contracting Officer the following:

(i) A roster of all employees who will need access to the military installation in connection with the contract. The roster shall be submitted in three copies. If requested in writing by the Contracting Officer, additional personnel data shall also be furnished.

(ii) A list of automotive vehicles which will be used on the military installation in connection with the contract. The list shall include make, year, license number, details of insurance coverage required by the Special Contract Requirements paragraph 'Required Insurance,' and expiration date of safety inspection decal. The list of automotive vehicles shall be submitted in four copies. The Contractor shall be responsible for vehicle permits issued to him and its subcontractors. When so authorized by the Contracting Officer, the Contractor may coordinate directly with the military police concerning permits for contractor-owned vehicles. Privately-owned vehicles used by Contractor personnel must be registered with the military police by the individual owners.

(End of clause)

(R 7-603.25 1965 JAN)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

S-8 UTILITY OUTAGES

Utility outages shall be as hereinafter specified, unless otherwise indicated or specified. Interruptions to existing utilities shall be held to a minimum. Outages to facilitate connections to existing systems shall be scheduled to take place during periods of minimum demand. The Contractor shall submit a planned schedule of outages to the Contracting Officer for proper coordination with existing facilities, and shall notify the Contracting Officer in writing (to be designated within each task order) in advance of the intended interruptions. Planned schedule of outages shall include specific dates, times, and anticipated duration of proposed outages. In the event the proposed outages interfere with station operations, the Contracting Officer will consider or offer alternate dates and/or times. Outages may be permitted during off-peak hours, hours of darkness, weekends, and holidays, at no additional cost to the Government. Work shall be planned to minimize outages. No utility outage will be permitted until the Contractor receives written approval from the Contracting Officer.

[End of Statement]

S-14 PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK

As of the time this contract is awarded, the Government is uncertain as to presence of asbestos in the buildings or any other structures to be worked on by the Contractor. Upon discovering presence of asbestos in any part of the structures, the Contractor shall notify the Government thereof as soon as practicable. Upon becoming aware of presence of asbestos in any part of the structures through the contractor's notice or otherwise, the Government shall modify the contract for asbestos abatement and make an equitable adjustment to the contract price as called under the contract clause entitled Changes.

[End of Statement]

S-17 ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)

The Government is uncertain on the presence of asbestos at the time of award. The following paragraphs only apply if asbestos is discovered during the performance of the work. Refer to paragraph entitled PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK in Section 00800 for procedural information upon discovery of asbestos.

(a) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

(b) The Contractor is advised that friable and/or nonfriable asbestos containing material has been identified in area(s) where contract work is to be performed. Friable asbestos containing material means any material that contains more than 1 percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos containing materials do not release asbestos fiber during routine

handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

(c) Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001, for exposure to airborne concentrations of asbestos, fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos containing materials which release airborne asbestos fibers at concentrations in excess of those established 29 CFR 1910.1001. 29 CFR 1910.1001 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

(d) When contract work activities are carried out in locations where the potential exists for exposure to airborne asbestos fibers as described in paragraph (b), or where asbestos waste will be generated, the Contractor shall assure that all measures necessary to provide effective protection to persons from exposure to asbestos fibers (and prevention of contamination to property, materials, supplies, equipment and the internal and external environment) are effectively instituted.

(e) As a minimum, the Contractor shall comply with the provisions of 29 CFR 1910.1001 and 1926.55; 49 CFR 72.101, 172.200-204, 172.316, 173.1090; 40 CFR 61.140-156; and any state implementing hazardous waste under the Resources Conservation and Recovery Act (RCRA) requirements and any other applicable federal, state or local requirements.

(f) In addition to the information required in Contract Clause, ACCIDENT PREVENTION, of this contract, the Contractor's Accident Prevention Plan must also fully address the following topics, and at the Contractor's option may include additional information as applicable.

(1) Medical Surveillance: (29 CFR 1910.1001(J)).

(2) Employee training: Prior to beginning work in asbestos containing material area(s) (29 CFR 1910.1001 and 29 CFR 1910.134).

(3) Respiratory protection: (29 CFR 1910.1001 and 29 CFR 1910.134)

(4) Personal protective clothing and equipment: (29 CFR 1910.1001(d)). The use of compressed air to remove asbestos from workers' clothing is prohibited. The Contractor shall specify the type of change room, wash facilities and laundering facilities as applicable.

(5) Airborne asbestos monitoring: 29 CFR 1910.1001(f)). Specify the monitoring and analytical procedures to be used before, during, and after completion of contract work in areas where asbestos containing materials are located. All asbestos monitoring shall be conducted under the guidance of an industrial hygienist certified by the American Board of Industrial Hygiene. Samples shall be analyzed by an American Industrial Hygiene Association (AIHA) accredited laboratory proficient in the analysis of asbestos and asbestos containing materials. Turn around time from end of sampling period to review of results of analyses by Contractor shall be no longer than 72 hours.

(6) Housekeeping: (29 CFR 1910.1001(h)). Dry sweeping of contract work areas contaminated with asbestos containing material is prohibited. The Contractor shall specify methods and materials used to package asbestos containing waste and plan to control any incidental airborne release or spill of asbestos containing material.

(7) Methods of compliance: (29 CFR 1910.1001(c)). Contractor shall include procedures relating to engineering controls, local exhaust ventilation, particular tools to be used and work practices (1910.1001(c)). Specify methods, materials and equipment to be used to prevent asbestos contamination to property, materials, supplies, equipment and the internal and external environment during maintenance,

renovation or other contract activities. Local Exhaust ventilation equipment including power operated tools equipped with local exhaust ventilation shall conform with the Standard Fundamentals Governing the Design and Operation of Local Exhaust Systems ANSI Z9.2 latest revised edition. Describe the type of high-efficiency filtered (HEPA) vacuum cleaners that shall be used to vacuum asbestos containing materials. Describe methods and materials to be used to assure all asbestos containing material will be thoroughly wetted by use of a wetting agent and water before removal and that airborne asbestos dust will be kept to a minimum.

(8) Methods and materials to be used to decontaminate any property, materials, supplies, equipment and the environment if asbestos contamination results. (29 CFR 1910.1001(c)).

(9) Recordkeeping procedures. (29 CFR 1910.1001(i) and 1910.20).

(10) Specific description of packaging, marking and shipping conveyances to be used to transport asbestos containing waste from the generation point to a storage or disposal facility in compliance with Department of Transportation requirements. (49 CFR 172.101, 172.200-204, 176.316, 173.1090).

(11) Emergency procedures that would be taken if an accident of spill of asbestos containing material occurs during the transport of asbestos containing waste. (40 CFR 61.20-25).

(12) Methods and equipment used to off load and bury asbestos containing waste control airborne emissions at the burial site. (40 CFR 61.20-25).

(g) The Contractor shall complete and return to the Contracting Officer within 15 working days after the completion of all airborne asbestos monitoring conducted under this contract, a 'Summarization of Airborne Asbestos Sampling Results' form (ENG Form 4921-R, Jan 86) provided by the Government. NOTE: This completed summarization form is to be used by the US Army Corps of Engineers for statistical information purposes and does not relieve the Contractor from his recordkeeping requirements as described in 29 CFR 1910.1001(i) and 1910.20.

[End of Statement]

S-19 SAFETY STANDARDS

The successful offeror will be required to comply with Chapter 396 of the Hawaii Occupational Safety and Health Act (OSHA) standards and Title 12 Department of Labor and Industrial Relations, Subtitle 8 Division of Occupational Safety and Health, Part 2 General Industry Standards as well as with the Corps of Engineers Manual 385-1-1, Safety and Health Requirements Manual. [Title 29, CFR, Chap 18, Part 1910 (OSHA)]

[End of Statement]

S-24 KEY PERSONNEL AND SUBCONTRACTORS

a. The Contractor shall request approval from the Contracting Officer at least thirty (30) days prior to making any changes in key personnel. Key personnel are defined as follows:

(1) Personnel identified in the proposal to the basic contract as key individuals to be assigned for participation in the performance of the contract.

(2) Individuals which are designated as key personnel by agreement of the Government and the Contractor during negotiations of the basic contract.

b. The Contractor shall request approval from the Ordering Officer or Contracting Officer for changes to subcontractors specifically identified in the proposal to the basic contract. The request for change may be provided through letter or task order proposal submission. The Ordering Officer or Contracting Officer may approve the change in subcontractor through letter or award of the task order. Subcontractors are defined as follows:

(1) Subcontractors specifically identified in the proposal to the basic contract for participation in the performance of the contract.

(2) Subcontractors designated by agreement of the Government and the Contractor during negotiations of the basic contract.

c. The Contractor must submit adequate information that demonstrates that the qualifications of prospective personnel and/or subcontractor are equal to or better than the qualifications of the personnel and/or subcontractor being replaced. If the subcontractor was identified as a specific type of small business concern (i.e., small business, small disadvantaged business, women owned small business, or HUBZone small business concern, etc.) for evaluation purposes, a similar type of small business concern must be used as a replacement subcontractor, unless authorized by the Ordering Officer or the Contracting Officer.

[End of Statement]

S-25 AWARD OF TASK ORDERS UNDER MULTIPLE AWARD CONTRACTS

a. More than one contract is being awarded for the same construction/services required under this contract. Each Contractor shall be afforded a fair opportunity to be considered for each task order in excess of \$2,500 unless one of the conditions in paragraph c. below applies.

b. The government will provide all awardees a fair opportunity for consideration. In accordance with FAR 16.505(b), the Government will consider the following factors when determining which Contractor will be awarded the task order - the importance of these factors will vary depending upon the services to be performed:

- (1) Past performance on earlier tasks under the multiple award contract;
- (2) Quality of deliverables;
- (3) Cost control;
- (4) Price;
- (5) Cost, or
- (6) Other factors that the contracting officer believes are relevant.

c. In accordance with FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 under multiple delivery order contracts or multiple task order contracts if the Contracting Officer determines that -

(1) The agency need for such supplies or services is such urgency that providing such opportunity would result in unacceptable delays;

(2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;

(3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

d. If the contractor believes it was not fairly considered for a particular task order, the contractor may present the matter to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the U.S. Army Corps of Engineers (USACE) Ombudsman, who is the USACE Principal Assistant Responsible for Contracting (PARC), at the following address:

Headquarters
U.S. Army Corps of Engineers
ATTN: CEPR-P (USACE Ombudsman)
20 Massachusetts Avenue N.W.
Washington, D.C. 20314-1000

The ombudsman will review the contractor's complaint, and in coordination with the contracting officer, ensure that the contractor was afforded a fair opportunity to be considered for task order.

[End of Statement]

S-26 Small Business Program Support Requirements

a. The proposal submitted in response to the Sub-subfactor IV entitled, Small Business Program Support, is incorporated into Section 00010 of the contract at time of award.

b. The contractor is required to make a good faith effort in complying with the **percentage** targets identified in their proposal. The contractor shall notify and obtain approval from the contracting officer or his appointed representative of any substitutions of subcontractors that were specifically identified in the proposal.

c. The Contractor must submit the following reports to the Contracting Officer or his representative on a quarterly basis. The Contracting Officer will provide the date for submission of the report. Additional sheets providing information about the subcontracts awarded during the period must be attached to the reports.

(1) Optional Form 312, Small Disadvantaged Business Participation Report (Attachment 1, Section 00800) or in the Contractor's own format providing the same information, shall be used to report on participation of SDB concerns. See FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, in Section 00700 for additional information.

(2) Contractor shall provide a report on participation of small business concerns which consist of small business (SB) concerns, women owned small business concerns and historically black colleges and universities and minority institutions. The report shall show the dollars obligated and the percentage of total contract amount for each group.

[End of Statement]

S-28.7 REQUIRED INSURANCE (Dec 1993)

(The following is applicable when work is performed on a government installation.)

The minimum insurance requirements, pursuant to Section 00700, Contract Clause, "INSURANCE - - WORK ON A GOVERNMENT INSTALLATION" of this contract, are:

Workers' Compensation and Employer's Liability Insurance - Minimum coverage of \$100,000.

Comprehensive General Liability Insurance - Minimum coverage of \$500,000 per occurrence.

Automobile Liability Insurance

(1) Bodily Injury: Minimum coverage of \$200,000 per person and \$500,000 per occurrence.

(2) Property Damage: Minimum coverage of \$20,000 per occurrence.

The Contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation. The Certificate Holder for Subcontractors' Certificates of Insurance shall be the U.S. Army Engineer District, Honolulu, Fort Shafter, Hawaii 96858-5440. [FAR 28.306 and 28.307-2]

[End of Statement]

~~S-28.8 PERFORMANCE AND PAYMENT BONDS (OCT 1995)~~

~~(Applicable to contracts exceeding \$100,000)~~

~~Within fourteen (14) calendar days after the date of contract award, the bidder to whom award is made shall furnish the Government with two bonds, each with good and sufficient surety or sureties acceptable to the Government; namely, a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25-A).~~

~~Any bonds furnished will be furnished by the Contractor to the Government prior to issuance of a Notice to Proceed by the Government. [FAR 28.102-3]~~

~~[End of Statement]~~

S-28.10 PERFORMANCE AND PAYMENT BONDS FOR TASKS ORDER EXCEEDING \$100,000 (MAY 2000)

(Applicable to Task Orders exceeding \$100,000)

Within fourteen (14) days following the award a Task Order exceeding \$100,000, the Contractor shall furnish the Government with a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25-1) in accordance with FAR Clause at 52.228-15, PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION.

The Contractor shall furnish the Performance and Payment Bonds to the Government prior to the issuance of a Notice to Proceed by the Government.

[End of Statement]

S-28.11 ALTERNATIVE PAYMENT PROTECTION FOR TASK ORDERS NOT EXCEEDING \$100,000 (MAY 2000)

(Applicable to Task Order exceeding \$25,000 and not exceeding \$100,000)

Within fourteen (14) days following the award of a Task Order exceeding \$25,000 and not exceeding \$100,000, the Contractor shall furnish the Government with a payment protection in accordance with FAR clause at 52.228-13, ALTERNATIVE PAYMENT PROTECTIONS.

The Contractor shall furnish either a payment bond using Standard Form 25-A or an irrevocable letter of credit (refer to FAR 52.228-14, IRREVOCABLE LETTER OF CREDIT) prior to the issuance of a Notice to Proceed by the Government.

[End of Statement]

S-36.5 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON 5 DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3	3	2	1	1	0	1	1	1	2	2	3

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION).

[ER 415-1-15, 31 Oct 89]

S-36.6 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in five (5) copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and

address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if after tests are performed on selected samples, the material is found not to meet the specific requirements.

[End of Statement]

S-36.7 IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

[End of Statement]

S-36.8 GROUND-FAULT CIRCUIT INTERRUPTERS

Ground-fault circuit interrupters for all 125-volt single phase 15- and 20-ampere receptacle outlets which are not part of the permanent wiring of the building or structure shall be provided by the Contractor in accordance with Section 305-6 of the 1999 National Electrical Code.

[End of Statement]

S-36.9 AS-BUILT DRAWINGS (OCT 1999)

The Contractor shall keep on the job site two complete sets of drawings. These drawings will be identified as working 'As-Built' drawings and shall be used to record all changes from the original drawings and specifications, the exact 'As-Built' locations, sizes and types of equipment, etc. These working 'As-Built' drawings shall be corrected daily and the quality of draftsmanship shall be compatible with the draftsmanship of the original drawings.

The working As-Built drawings will be reviewed monthly by the Contracting Officer's Representative (COR) to assure satisfactory performance in maintaining an accurate and current recording of as-built conditions. Failure to maintain an accurate and current recording of as-built conditions, as determined by the COR, shall be cause for appropriate action by the Contracting Officer, including withholding a part of contract payment until such time as the deficiencies have been corrected.

At the final inspection or upon beneficial occupancy of the facility by the user, whichever comes first, the Contractor shall provide one of the two sets of working As-Built drawings to the COR for turnover with the facility. The Contractor shall continue to maintain the remaining set of working As-Built drawings until such time the COR expects no more additional changes and or modifications to the project. Contractor shall obtain a copy of the CADD files from the COR. Within 20 calendar days of receipt of a request by the COR, the Contractor shall submit to the Contracting Officer one (1) full set of CADD files in Microstation 95 or later version format on CD-ROM. The contractor modifications to the CADD files shall be completed with native Microstation 95 or later version vector graphic Commands. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings and a record of all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, all

additional work not appearing on the contract drawings, and all changes which are made after final inspection of the contract work.

In the event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the as-built drawings, the Contractor shall furnish revised and/or additional drawings as required to depict as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings included in the original submission.

[End of Statement]

S-36.10 WARRANTY IMPLEMENTATION (MARCH 2000)

(a) The Contractor shall designate a representative within the State of Hawaii to implement the Warranty of Construction clause. The Contractor may designate himself provided he has a permanent office in the State of Hawaii. The Contractor may designate different representatives for separate specialties of work.

(b) The name, address, telephone number of each representative, and nomenclature of warranty item shall be submitted to the Contracting Officer's representative at least 30 days prior to the contract completion date or beneficial occupancy of the work or part thereof. For the purposes of paragraph f of the warranty clause, a reasonable time shall be considered to be as follows:

(1) 21 calendar days from the receipt of a written notification of any failure, defect, or damage of such nature that the work remains functional or habitable or both, as applicable.

(2) 24 hours for failures, defects or damages which render the work nonfunctional or uninhabitable or both, as applicable. Response in this instance starts from receipt of verbal notification from an authorized Government representative. Written confirmation will follow the initial verbal request.

[End of Statement]

S-36.11 POSTERS AND NOTICES

Wage Rate, Equal Employment Opportunity, and Nondiscrimination in Employment Posters and Notices will be provided to the Contractor by the Contracting Officer. The Contractor shall mount these posters and notices, together with the wage determination decision, under weatherproof, transparent, protective covering, in one or more conspicuous places, as approved, and readily available to employees.

[End of Statement]

S-36.17 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (AUG 1999)

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of Special Contract Requirements statement, entitled "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE," of this solicitation. EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available at [http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8\(vol10\)/toc.htm](http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8(vol10)/toc.htm) for State of Hawaii (Region 10) and at [http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8\(vol12\)/toc.htm](http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8(vol12)/toc.htm)

for Kwajalein Island, Roi-Namur Island, and Meck Island (Area 12), including Guam, American Samoa, and Johnston Island). [FAR 31.105(d)(2)(i) and EFARS 31.105(d)(2)(i)(b)].

[End of Statement]

S-36.18 ACCIDENT PREVENTION PLAN (DEC 1998)

Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the preconstruction conference, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and acceptance. The program shall consist of the following forms and documents:

- (a) An executed POD Form 248-R Rev (1 Jun 98), Accident Prevention Program, Administrative Plan.
- (b) An executed POD Form 184-R Rev (16 Oct 98), Activity Hazard Analysis. (At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase.)
- (c) A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees.

Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer, or his authorized representative. In developing and implementing its Accident Prevention Program, the Contractor is also responsible for reviewing Section 1 of the most current edition (Sep 1996) of US Army Corps of Engineers Safety and Health Requirements Manual, Engineer Manual 385-1-1. [See paragraph entitled, SAFETY STANDARDS, in Section 00800]

[End of Statement]

S-36.19 PROGRESS CHARTS

If the Government revises the work to be accomplished by issuing a Notice to Proceed with a change to the contract which would affect the order of work or duration of time for completing the work, the progress chart prepared by the Contractor pursuant to the Contract Clause entitled 'SCHEDULE FOR CONSTRUCTION CONTRACTS' shall be revised promptly by the Contractor by adding to, deleting, or rescheduling the affected features to indicate the Contractor's current plans for completing the work as revised. The cost for this revision of the schedule is a part of the cost of the change. Revisions to the progress charts shall be made no later than the next regular progress updating following notice to proceed with the change, whether or not the formal modification to the contract has been issued. If the Contractor fails or refuses to incorporate the changed work in the progress chart, the Contracting Officer may furnish revisions which the Contractor shall include and use in the progress chart until the modification is settled or until actual dates supersede the estimated data. If the Contractor objects to the changes furnished by the Contracting Officer, it shall submit such objections in writing along with a counterplan within 20 days after the date suggested revisions were furnished by the Contracting Officer. Failure to submit objections and counterplan within the 20 days will be deemed to indicate the Contractor's concurrence in the Contracting Officer's suggested revisions. The schedule into which these revisions have been incorporated shall become the current schedule for continued evaluation of progress and the document which will be used to evaluate impact on the Contractor's work for time extensions.

[End of Statement]

S-36.20 PERFORMANCE OF WORK BY THE CONTRACTOR - DEFINED (NOV 1998)

(a) "Work," means physical work activities, involving any of the trades required to directly place the construction required by the contract. It also includes physical activities that directly support the work, such as: (1) warehousing; (2) maintenance of equipment; (3) procurement and transportation of supplies or construction materials to the site for use by the contractor; (4) procuring, transporting and providing equipment for use by the contractor; (5) logistical activities that directly support the contractor's employees; and (6) similar activities. The meaning of the term does not include: (1) physical work performed by subcontractors; (2) procurement and transportation of supplies or construction materials to the site for use by subcontractors; (3) procuring, transporting and providing equipment for use by subcontractors; logistical activities undertaken by subcontractors for the benefit of contractor or subcontractor employees; (4) superintendence, quality control, clerical or similar activities; or (5) other activities of a similar nature.

Work will be quantified in terms of its monetary cost to the contractor, and will be compared to the total direct costs that the contractor incurs in performing the contract.

(b) "On the site" means the area within the construction limits depicted or described in the contract drawings or specifications. Activities such as transportation, maintenance and logistics that take place outside of the construction limits depicted or described are still "on the site," if in direct support of activities within the construction limits.

(c) "The contractor's own organization" means those individuals who are employed and paid by the contractor, whether full or part time. If a joint venture or partnership, members (and their paid employees) of the joint venture or partners are considered part of "the contractor's own organization." If a corporation, wholly-owned subsidiary elements of the corporation and their paid employees, are considered part of "the contractor's own organization." Any individual who is employed or paid, even on an occasional basis by an entity other than the contractor (such as a subcontractor), or any subcontractor or supplier to the contractor, is not considered part of "the contractor's own organization."

[End of Statement]

S-36.21 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(c) Schedule of utilities available from the Government without charge: To be given to Contractor at the beginning of each task order.

[End of Statement]

S-36.25 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (MAR 1998)

(a) The Government will provide the Contractor, without charge, one set of contract drawings and specifications in electronic format on a compact disk. It is the Contractor's responsibility to reproduce a set of contract drawings and specifications from this compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies; and
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File and Drawing No.
(SEE ATTACHED LIST OF DRAWINGS)

[End of Statement]

S-36.26 YEAR 2000 COMPLIANCE - CONSTRUCTION CONTRACTS (AUG 1998)

1. Definitions:

(a) "Information technology" means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency. The term "information technology" includes hardware (e.g., computers, microprocessors, ancillary equipment), software, firmware, and related resources.

(b) "Embedded system" means any device, equipment or system that includes information technology (i.e., microprocessor chip) as an integral part of the operation of the equipment. "Embedded system" is also referred to as "microprocessor-based equipment". Examples of "embedded system" include, but are not limited to, HVAC system, energy control system, fire detection and control system, utility monitoring and control systems, intrusion detection system, emergency generators, uninterruptable power supplies,

telecommunications switches, leak detection systems, automated sprinkler system, etc. Refer to Appendix, entitled "Examples of Embedded Systems" at the back of Section 00800, Special Contract Requirements, for additional examples.

(c) "Year 2000 compliant" means information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology when used in combination with other information technology shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

2. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, supplies, or services, as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein, including information technology in embedded systems, shall be Year 2000 compliant. Specifically, the contractor shall:

a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishing under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.

b. Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

c. Additional content of the inventory and submittal information is provided in Section 01600, YEAR 2000 COMPLIANCE.

[End of Statement]

S-36.29 MINIMUM/MAXIMUM CONTRACT VALUE (DEC 1993)

For each contract, the dollar value of the contracting during the base period is a stated minimum quantity of \$96,000.00 with a potential dollar value estimated maximum of \$4,800,000.00. A maximum of \$4,800,000.00 will be awarded between the two (2) contracts during the base period based on competition between the two successful offerors. If the options are exercised, the stated minimum quantity and the estimated potential maximum amount for each option period are \$50,000.000 and \$5,000,000.00, respectively. A maximum of \$5,000,000.00 will be awarded between the two (2) contracts based on competition between the two successful offerors during each option period. The total not-to-exceed contract amount (base plus 2 options) is \$14,800,000.00.

If the Government's requirements for services set forth in the solicitation do not result in orders in the amount described as "maximum", the event shall not constitute the basis for an equitable price adjustment under this contract.

[End of Statement]

~~25 AWARD OF TASK ORDERS UNDER MULTIPLE AWARD CONTRACTS~~

~~a. More than one contract is being awarded for the same construction/services required under this contract. Each Contractor shall be afforded a fair opportunity to be considered for each task order in excess of \$2,500 unless one of the conditions in paragraph c. below applies.~~

~~b. The government will provide all awardees a fair opportunity for consideration. In accordance with FAR 16.505(b), the Government will consider the following factors when determining which Contractor will be~~

~~awarded the task order—the importance of these factors will vary depending upon the services to be performed:~~

- ~~—(1) Past performance on earlier tasks under the multiple award contract;~~
- ~~—(2) Quality of deliverables;~~
- ~~—(3) Cost control;~~
- ~~—(4) Price;~~
- ~~—(5) Cost, or~~
- ~~—(6) Other factors that the contracting officer believes are relevant.~~

~~c. In accordance with FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 under multiple delivery order contracts or multiple task order contracts if the Contracting Officer determines that—~~

~~—(1) The agency need for such supplies or services is such urgency that providing such opportunity would result in unacceptable delays;~~

~~—(2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;~~

~~—(3) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or~~

~~—(4) It is necessary to place an order to satisfy a minimum guarantee.~~

~~d. If the contractor believes it was not fairly considered for a particular task order, the contractor may present the matter to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the U.S. Army Corps of Engineers (USACE) Ombudsman, who is the USACE Principal Assistant Responsible for Contracting (PARC), at the following address:~~

~~——— Headquarters
——— U.S. Army Corps of Engineers
——— ATTN: CEPR-P (USACE Ombudsman)
——— 20 Massachusetts Avenue N.W.
——— Washington, D.C. 20314-1000~~

~~The ombudsman will review the contractor's complaint, and in coordination with the contracting officer, ensure that the contractor was afforded a fair opportunity to be considered for task order.~~

[End of Statement]

PAGE	OF	PAGES
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1A. CONTRACTOR'S NAME

2. CONTRACT NUMBER	
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1B. CONTRACTOR'S ADDRESS

3. TOTAL PARTICIPATION OF SDBs IN THE CONTRACT (\$)	
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4. SDB PARTICIPATION AT PRIME CONTRACT LEVEL

A.	SIC MAJOR GROUP
----	-----------------

B. DOLLAR AMOUNT	
1	100
2	200
3	300
4	400
5	500
6	600
7	700
8	800
9	900
10	1000
11	1100
12	1200
13	1300
14	1400
15	1500
16	1600
17	1700
18	1800
19	1900
20	2000
21	2100
22	2200
23	2300
24	2400
25	2500
26	2600
27	2700
28	2800
29	2900
30	3000
31	3100
32	3200
33	3300
34	3400
35	3500
36	3600
37	3700
38	3800
39	3900
40	4000
41	4100
42	4200
43	4300
44	4400
45	4500
46	4600
47	4700
48	4800
49	4900
50	5000
51	5100
52	5200
53	5300
54	5400
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60	6000
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62	6200
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66	6600
67	6700
68	6800
69	6900
70	7000
71	7100
72	7200
73	7300
74	7400
75	7500
76	7600
77	7700
78	7800
79	7900
80	8000
81	8100
82	8200
83	8300
84	8400
85	8500
86	8600
87	8700
88	8800
89	8900
90	9000
91	9100
92	9200
93	9300
94	9400
95	9500
96	9600
97	9700
98	9800
99	9900
100	10000

C. PERCENTAGE

A. SIC MAJOR GROUP

B. DOLLARS

C. PERCENT

A. SIC MAJOR GROUP

B. DOLLARS

C. PERCENT

6. PREPARED BY

A. NAME OF INDIVIDUAL

B. DATE PREPARED	
------------------	--

C. TELEPHONE NUMBER

D. E-MAIL ADDRESS

AREA CODE

NUMBER

EXTENSION

AUTHORIZED FOR LOCAL REPRODUCTION

OPTIONAL FORM 312 (1-99)

OPTIONAL FORM 312 (1-99)
Prescribed by GSA/FAR (48 CFR) 53.219(c)

00800.B-1 (Am-0005)

GENERAL INFORMATION INSTRUCTIONS

1. This form collects data on the participation of small disadvantaged business concerns in contracts that contain the clause at FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting.
2. Submit this report to the contracting officer. If your organization is required to report subcontracting data under an individual subcontracting plan, you may attach this report to the final SF 294, Subcontracting Report for Individual Contracts, submitted under the contract.
3. Report in whole dollars.

SPECIFIC INSTRUCTIONS

Block 3. Report the total dollar amount of participation of small disadvantaged business concerns under the contract cited in Block 2. Participation may be through subcontracting, teaming arrangement, joint ventures, or as the prime contractor (provided the prime contractor waived its right to a price evaluation adjustment).

Block 4. Report the participation, if any, by small disadvantaged business concerns in this contract at the prime contract level. All prime contract dollars must be reported under the SIC code assigned to the prime contract. Report the dollar amount and percentage of the total contract value.

Block 5. Report, by SIC Major Group, as determined by the Department of Commerce, the participation by small disadvantaged business concerns in this contract at the subcontract level. Report the dollar amount and percentage of the total contract value.

Block 6. Provide the name, telephone number, and e-mail address of the individual who can answer questions related to this report.